

Hearing Date and Time: January 21, 2016, at 10:00 a.m. N.Y. Time

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Garrett A. Fail

Attorneys for Lehman Brothers Holdings Inc.
and Certain of Its Affiliates

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re : **Chapter 11 Case No.**
:
LEHMAN BROTHERS HOLDINGS INC., et al., : **08-13555 (SCC)**
:
Debtors. : **(Jointly Administered)**
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**LEHMAN BROTHERS HOLDINGS INC.'S OBJECTION
TO THE MOTION OF MR.AADIT SESHASAYEE
FOR RECONSIDERATION OF THE DISALLOWANCE OF HIS CLAIM**

TO THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE:

Lehman Brothers Holdings Inc. (“LBHI”), as Plan Administrator under the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors for the entities in the above-referenced chapter 11 cases, in response to the motion [Docket No. 51601] (the “Motion”) and supplement thereto [Docket No. 51752] (the “Supplement”) filed by Mr. Aadit Seshasayee (“Seshasyaee”) for reconsideration of the disallowance of his claim, respectfully represents as follows:

1. Seshasayee has not met his burden to establish cause to justify reinstatement of his claim. Seshasayee filed a handwritten claim form for a liquidated amount of \$199,108.28. The Court-approved claims and noticing agent recorded the claim and the foreign address based on that form. Reasonably, the agent recorded the handwritten street address intended by

Seshasayee to be “Tregunter Path” to be “Tecgunter Path.” Parcels mailed by the agent to the recorded address were not returned. There does not appear to be a “Tecgunter Path” in Mid Levels Hong Kong to which parcels could be mistakenly delivered. Separately and more importantly, Seshasayee did not claim to reside at any time on “Tregunter Path.” He did not explain how he would know if mail was delivered to the address, why the only relevant portion of his certification is not entirely hearsay, how mail delivered to Tregunter Path was or would be forwarded to him, or how he could guarantee that all mail forwarded was ultimately received and reviewed by him. Further, he did not explain why he did not provide notice of his permanent address to LBHI in the more than two years before the Plan Administrator filed its objection.

2. If Seshasyaee’s claim is reinstated, it should only be reinstated as originally filed and subject to the Plan Administrators’ substantive objection.¹ Ultimate allowance or disallowance of the claim, like all disputed claims, remains subject to the well-established procedures approved in these cases. The Plan Administrator continues to believe that LBHI has no liability to Seshasyaee. The Plan Administrator will determine the timing and course of the continued prosecution of its objection to the claim. The substantive objection, namely allowance or disallowance of the claim, is not properly before the Court at present.

3. Reinstatement of Seshasyaee’s claim as originally filed and subject to the Plan Administrators’ objection would also preclude determination of the remainder of the relief requested in the Motion (amendment and allowance of the claim). *See Docket No. 8474 (“[U]pon service of an objection, ... each Claimant ... shall be enjoined from commencing or continuing any action or proceeding ... seeking to establish, liquidate, collect on, or otherwise enforce any*

¹ The original claim must be deemed amended in one respect: the entire amount claimed cannot be subject to priority. A maximum of \$10,950 may be *claimed* as priority. The remaining claimed amount must be a general unsecured claim. The Plan Administrator reserves all rights to object to reinstatement of the claim under any other conditions.

Contested Claims...."). Even if it were not precluded, the relief requested should be denied. Indeed, there is absolutely no basis to allow an unliquidated claim for amounts that Seshasyaee disputes are, in fact, even owed to the IRS. *See* Supplement Schedule 1.

4. The Plan Administrator reserves all rights to dispute, in the event that the Court first determines that LBHI has liability to Seshasyaee, that Seshasyaee's claim may be amended to assert amounts greater or other than originally asserted. In addition, the Plan Administrator reserves its right to object to the allowance of any claim for postpetition interest and postpetition penalties on account of a prepetition claim. Such amounts are not recoverable against LBHI. Finally, LBHI reserves the right to dispute the factual and legal assertions made in the Motion and Supplement. In particular, postpetition settlements between LBHI and any other party have neither relevance nor evidentiary value to Seshasyaee's claim.

Dated: January 14, 2016
New York, New York

/s/ Garrett A. Fail
Garrett A. Fail

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